

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARANDA VALENTO, } Case No.: 2:24-cv-01402-DSF (PVCx)
Plaintiff, }
v. } STIPULATED PROTECTIVE
CITY OF BURBANK and DOES 1-10, } ORDER REGARDING
inclusive, } PRODUCTION OF
Defendants. } CONFIDENTIAL DOCUMENTS
} AND INFORMATION

PROTECTIVE ORDER

In the course of discovery in this proceeding, Plaintiff and Defendant(s), referred to as the “designated parties,” will produce or receive certain valuable confidential and proprietary information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (hereafter “this Order”).

1 The parties acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from public
3 disclosure and use extends only to the limited information or items that are entitled
4 to confidential treatment under the applicable legal principles.

5 **I. GOOD CAUSE STATEMENT**

6 Limiting disclosure of these documents to the context of this litigation as
7 provided herein will, accordingly, further important law enforcement objections
8 and interests, including the safety of personnel and the public, as well as individual
9 privacy rights of plaintiff, the individual defendants, and third parties. Further, the
10 order will protect the privacy rights of parties in this matter.

11 Such confidential materials and information consist of, among other
12 things, materials entitled to privileges and/or protections under the following:
13 United States Constitution, First Amendment; the California Constitution, Article
14 I, Section 1; California *Penal Code* §§ 832.5, 832.7 and 832.8; California *Evidence*
15 *Code* §§ 1040 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health
16 Insurance Portability and Accountability Act of 1996 (HIPPA); the right to privacy;
17 decisional law relating to such provisions; and information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common
20 law. Defendant(s) also contend that such confidential materials and information
21 consist of materials entitled to the Official Information Privilege.

22 Confidential information with respect to the Defendant(s) may include but is
23 not limited to: security measures, and policies and procedures related to the
24 operation of the law enforcement; personnel files; internal investigative files and
25 documents; email and written correspondence records; police department policies
26 and procedures that are kept from the public in the ordinary course of business, as
27 well as other information that is not generally available to the public and is subject
28 to the Official Information Privilege and other privileges. Confidential

1 information including City and private personal financial records; email and
2 written correspondence records; video footage and/or photographs of the incident
3 including potential disclosure of third-party proprietary video viewer software;
4 private information related to non-parties, and psychological and medical notes,
5 evaluations, reports, and treatment plans.

6 The designated parties intend that this information be kept confidential and
7 not be used for any purpose other than this litigation.

8 Accordingly, in order to expedite the flow of information, to facilitate the
9 prompt resolution of disputes over confidentiality of discovery materials, to
10 adequately protect information the parties are entitled to keep confidential, to
11 ensure that the parties are permitted reasonable necessary uses of such material in
12 connection with this action, to address their handling of such material at the end of
13 the litigation, and to serve the ends of justice, a protective order for such
14 information is justified in this matter. The parties shall not designate any
15 information/documents as confidential without a good faith belief that such
16 information/documents have been maintained in a confidential, non-public manner,
17 and that there is good cause or a compelling reason why it should not be part of the
18 public record of this case.

19 **I. DEFINITIONS**

20 3.1. Action: The instant action: *Maranda Valento v. City of Burbank, et al.*,
21 *Case No. 2:24-cv-01402-DSF-PVC*.

22 3.2. Challenging Party: A Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
25 how it is generated, stored, or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
27 the Good Cause Statement.

28

1 3.4. Counsel: Any Outside Counsel of Record and House Counsel (as well
2 as their support staff).

3 3.5. Designating Party: A Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 "CONFIDENTIAL."

6 3.6. Disclosure of Discovery Material: All items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced
9 or generated in disclosures or responses to discovery in this matter.

10 3.7. Expert: A person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve
12 as an expert witness or as a consultant in this Action.

13 3.8. House Counsel: Attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel, if any.

16 3.9. Non-Party: Any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 3.10. Outside Counsel of Record: Attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared/will appear in this Action on behalf of that party or are affiliated with a law
21 firm which has appeared on behalf of that party and includes support staff.

22 3.11. Party: Any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and as applicable, Outside Counsel of
24 Record (and their support staff).

25 3.12. Producing Party: A Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

1 3.13. Professional Vendors: Persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 3.14. Protected Material: Any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 3.15. Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9

10 **II. SCOPE**

11 The protections conferred by this Order cover not only Protected Material (as
12 defined above), but also (1) any information copied or extracted from Protected
13 Material; (2) all copies, duplicates, excerpts, summaries, or compilations of
14 Protected Material; and (3) any deposition testimony, conversations, or presentations
15 by Parties or their Counsel that reveal Protected Material, other than during a court
16 hearing or at trial.

17 Any use of Protected Material during a court hearing or at trial shall be
18 governed by the orders of the presiding judge. This Order does not govern the use
19 of Protected Material during a court hearing or at trial.

20

21 **III. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees
24 otherwise in writing or a court order otherwise directs. Final disposition shall be
25 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
26 or without prejudice; and (2) final judgment herein after the completion and
27 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,
28

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 **IV. DESIGNATING PROTECTED MATERIAL**

4 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

5 Each Party or Non-Party that designates information or items for protection
6 under this Order must take care to limit any such designation to specific material
7 that qualifies under the appropriate standards. The Designating Party must designate
8 for protection only those parts of material, documents, items, or oral or written
9 communications that qualify so that other portions of the material, documents, items,
10 or communications for which protection is not warranted are not swept unjustifiably
11 within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
13 that are shown to be clearly unjustified or that have been made for an improper
14 purpose (e.g., to unnecessarily encumber the case development process or to impose
15 unnecessary expenses and burdens on other parties) may expose the Designating
16 Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
18 designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 **6.2 Manner and Timing of Designations.** Except as otherwise provided in this
21 Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or
24 produced.

25 Designation in conformity with this Order requires:

26 (a) For information in documentary form (e.g., paper or electronic documents,
27 but excluding transcripts of depositions), that the Producing Party affix at a
28 minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL

1 legend”), to each page that contains protected material. If only a portion or portions
2 of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
10 documents it wants copied and produced, the Producing Party must determine
11 which documents, or portions thereof, qualify for protection under this Order.
12 Then, before producing the specified documents, the Producing Party must affix
13 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
14 only a portion or portions of the material on a page qualifies for protection, the
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making
16 appropriate markings in the margins).

17 (b) For testimony given in depositions that the Designating Party identifies
18 on the record, before the close of the deposition as protected testimony.
19 Confidential photographs, video or audio footage taken at a deposition may not
20 be used for any purpose other than litigating this lawsuit. The parties agree to
21 refrain from directly or indirectly disclosing or publicly disseminating confidential
22 deposition testimony, and/or photographs, video or audio footage obtained through
23 the course of discovery or otherwise, specifically including, but not limited to, print
24 and online media organizations, or any other internet posting or social media. If
25 any party intends to use such materials for any purpose other than litigating this
26 lawsuit, the party seeking public disclosure must first seek approval from the Court.

27 (c) For information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the legend
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
3 protection, the Producing Party, to the extent practicable, shall identify the
4 protected portion(s).

5 (d) The legend “CONFIDENTIAL” shall be affixed to documents and other
6 tangible items in a manner that does not obscure the information contained
7 thereon.

8 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party’s right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14

15 **V. CHALLENGING CONFIDENTIALTY DESIGNATIONS**

16 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37-1 et seq.

21 7.3 The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Frivolous challenges, and those made for an improper
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
24 parties) may expose the Challenging Party to sanctions. Unless the Designating
25 Party has waived or withdrawn the confidentiality designation, all parties shall
26 continue to afford the material in question the level of protection to which it is
27 entitled under the Producing Party’s designation until the Court rules on the
28 challenge.

VI. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) The Receiving Party's Outside Counsel of Record in this Action, if any, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) The court and its personnel;

(e) Court reporters and their staff;

(f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) The author or recipient of a document containing the information or
2 a custodian or other person who otherwise possessed or knew the information;

3 (h) During their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
6 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
7 confidential information unless they sign the “Acknowledgment and Agreement
8 to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating
9 Party or ordered by the court. Pages of transcribed deposition testimony or
10 exhibits to depositions that reveal Protected Material may be separately bound
11 by the court reporter and may not be disclosed to anyone except as permitted
12 under this Protective Order; and

13 (i) Any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 **VII. PROTECTED MATERIAL AND SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL,” that Party must:

20 (a) Promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order unless prohibited by law;

22 (b) Promptly notify in writing the party who caused the subpoena or order
23 to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include
25 a copy of this Protective Order; and

26 (c) Cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

VIII. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) Promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) Make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

24 XII. INADVERTANT PRODUCTION OF PRIVILEGED OR

25 OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
2 procedure may be established in an e-discovery order that provides for production
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
4 (e), insofar as the parties reach an agreement on the effect of disclosure of a
5 communication or information covered by the attorney-client privilege or work
6 product protection, the parties may incorporate their agreement into this Protective
7 Order.

8 **XIII. MISCELLANOUS**

9 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 13.2 Right to Assert Other Objections. No Party waives any right it
12 otherwise would have to object to disclosing or producing any information or item
13 on any ground not addressed in this Protective Order. Similarly, no Party waives
14 any right to object on any ground to use in evidence of any of the material covered
15 by this Protective Order.

16 13.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
18 orders of the assigned District Judge and Magistrate Judge. If a Party's request to
19 file Protected Material under seal is denied by the court, then the Receiving Party
20 may file the information in the public record unless otherwise instructed by the
21 court.

22 **XIV. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in Section 5, within 60
24 days of a written request by the Designating Party, each Receiving Party must return
25 all Protected Material to the Producing Party or destroy such material. As used in
26 this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any
28 of the Protected Material. Whether the Protected Material is returned or destroyed,

1 the Receiving Party must submit a written certification to the Producing Party (and,
2 if not the same person or entity, to the Designating Party) by the 60 day deadline
3 that (1) identifies (by category, where appropriate) all the Protected Material
4 that was returned or destroyed and (2) affirms that the Receiving Party has
5 not retained any copies, abstracts, compilations, summaries or any other format
6 reproducing or capturing any of the Protected Material. Notwithstanding this
7 provision, Counsel is entitled to retain an archival copy of all pleadings, motion
8 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
9 deposition and trial exhibits, expert reports, attorney work product, and consultant
10 and expert work product, even if such materials contain Protected Material. Any
11 such archival copies that contain or constitute Protected Material remain subject to
12 this Protective Order as set forth in Section 5.

13 **XV. AGREEMENT**

14 1. This Stipulated Protective Order will apply to all Confidential Information.
15 Confidential information is information (regardless of how it is generated, stored or
16 maintained) or tangible things that qualify for protection under California Code of
17 Civil Procedure. The protections conferred by this Stipulation and Order cover not
18 only Confidential Information (as defined above), but also (1) any information
19 copied or extracted from Confidential Information; (2) all copies, excerpts,
20 summaries, or compilations of Confidential Information; and (3) any testimony,
21 conversations, or presentations by Parties or their Counsel (as defined herein) that
22 might reveal Confidential Information. Any use of Confidential Information at trial
23 shall be governed by the orders of the trial judge. This Order does not govern the use
24 of Confidential Information at trial.

25 2. Confidential Information will be used by the party to whom it is disclosed
26 only in this action. A designated party will not use any Confidential Information for
27 any business or competitive purposes.

28

1 3. Unless otherwise ordered by the court or permitted in writing by the
2 Designating Party, a Receiving Party may only disclose Confidential Information to
3 the following:

4 (a) the Receiving Party's Counsel of Record in this Action, as well as
5 employees of said Counsel of Record to whom it is reasonably necessary to disclose
6 the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound," attached and hereafter referred to
12 as "Exhibit A."

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed Exhibit A.

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign Exhibit A; and (2) they will not be permitted to keep
23 any Confidential Information unless they sign Exhibit A, unless otherwise agreed by
24 the Designating Party or ordered by the court. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal Confidential Information may be
26 separately bound by the court reporter and may not be disclosed to anyone except as
27 permitted under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

3 4. Counsel to whom Confidential Information is disclosed or produced will be
4 responsible for ensuring that parties and other persons to whom Confidential
5 Information may be disclosed are informed of the terms of this Stipulated Protective
6 Order, but that no one, other than the persons specified in paragraph 3, is informed
7 of the substance of any Confidential Information disclosed or produced. Before
8 disclosing Confidential Information to any other person, counsel will obtain from
9 that person a written agreement to be bound by the terms of this Stipulated Protective
10 Order by securing an executed agreement in the form of Exhibit A.

11 5. Any document or tangible thing designated as Confidential Information that
12 is identified as an exhibit in connection with testimony given in these proceedings
13 will be marked with the label “Confidential Information,” and any testimony
14 concerning the document or thing will also be considered Confidential Information
15 and will be subject to the terms of this Stipulated Protective Order.

16 6. Counsel who seeks to file with the court clerk Confidential Information in
17 the form of a document, interrogatory answer, deposition transcript, pleading, or
18 other record or tangible item will ask the Court to direct that this Confidential
19 Information be filed under seal, specifically marked as Confidential Information
20 subject to this Stipulated Protective Order, and kept in a safe and secure place and
21 not in files open to public inspection.

22 7. On final disposition of this action, counsel for any party having possession,
23 custody, or control of Confidential Information produced in the course of discovery
24 in this action will promptly return all original documents and tangible items covered
25 by this Order to counsel for the designated party who produced them and will destroy
26 all copies, transcripts, notes, summaries, compilations and extracts which reproduce,
27 capture or contain containing Confidential Information except those marked as
28 exhibits during trial.

8. Nothing in this Stipulated Protective Order (a) affects, in any way, the admissibility of any documents, testimony, or other evidence at trial or (b) restricts the use of information obtained from sources other than discovery conducted under the terms of this Stipulated Protective Order.

9. This Stipulated Protective Order may be modified by agreement of the parties, subject to approval of the Court

**FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS
SO ORDERED.**

DATED: July 3, 2024

Pedro M. Vittori

Hon. Pedro V. Castillo
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Protective Order that was
issued by the United States District Court for the Central District of California on
_____ in the case of *Maranda Valento v. City of Burbank*,
et al., Case No. 2:24-cv-01402-DSF-PVC. I agree to comply with and to be bound
by all the terms of this Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection

Date:

City and State where sworn and signed:

Printed name:

Signature: